

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

ARTICLE 13, LLC,
Plaintiff,

v.

Civil Action No.

LASALLE NATIONAL BANK
ASSOCIATION, CENTRAL MORTGAGE
COMPANY, ALLIANCE MORTGAGE
BANKING CORP., and PONCE DE LEON
FEDERAL BANK,
Defendants.

1:20-cv-03553-
RRM-RML

VIDEOCONFERENCE DEPOSITION OF
HOWARD HANDVILLE

DATE: Tuesday, July 27, 2021
TIME: 11:19 a.m.
LOCATION: Remote Proceeding
New York, NY 10001
REPORTED BY: Silas Shelley, Notary Public
Kari Rusinko, Notary Public

1 A P P E A R A N C E S

2 ON BEHALF OF PLAINTIFF ARTICLE 13 LLC:

3 EDUARD KUSHMAKOV, ESQUIRE (by videoconference)
4 Jacobs, PC
5 80-02 Kew Gardens Road, Suite 300
6 Kew Gardens, NY 11415
7 eduard@jacobsperc.com

8
9 ON BEHALF OF DEFENDANTS US BANK NATIONAL
10 ASSOCIATION, AS TRUSTEE, SUCCESSOR IN INTEREST TO
11 BANK OF AMERICA, NATIONAL ASSOCIATION, AS TRUSTEE,
12 SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL
13 ASSOCIATION, AS TRUSTEE FOR MORGAN STANLEY MORTGAGE
14 LOAN TRUST 2007-2AX, MORTGAGE PASS THROUGH
15 CERTIFICATES, SERIES 2007-2AX:

16 DAVID YOHAY, ESQUIRE (by videoconference)
17 Houser LLP
18 60 E 42nd Street, Suite 2330
19 New York, NY 10165
20 dyohay@houser-law.com

I N D E X

EXAMINATION: PAGE

By Mr. Kushmakov 6

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(*Exhibits attached.)

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H. HANDVILLE

REPORTER: Good morning. My name is Silas Shelley; I am the officer assigned by Veritext to take the Zoom record of this proceeding. I am a notary authorized to take acknowledgements and administer oaths in New York. We are now on the record.

This is the deposition of Howard Handville taken in the matter of Article 13, LLC vs. Central Mortgage Company [sic] at 11:19 a.m. on Tuesday, July 27, 2021, remote via Zoom.

Due to the pandemic and out of concern for public and participant safety, parties agree that I will swear in the witness remotely outside of his or her presence.

Additionally, absent an objection on the record before the witness is sworn, all parties and witness understand and agree that any certified transcript produced from the recording virtually of this proceeding:

- is intended for all uses permitted under applicable procedural and evidentiary rules and laws in the same manner as a deposition recorded by stenographic means; and

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H. HANDVILLE

- shall constitute written stipulation
of such.

At this time will everyone appearing
remotely please identify yourself for the record.

MR. HANDVILLE: My name is Howard
Handville.

MR. KUSHMAKOV: Eduard Kushmakov, on
behalf of plaintiff Article 13 LLC.

MR. YOHAY: David Yohay from Houser LLP
on behalf of the defendant, US Bank National
Association, as trustee, successor in interest to Bank
of America, National Association, as trustee,
successor by merger to LaSalle Bank National
Association, as trustee for Morgan Stanley Mortgage
Loan Trust 2007-2AX, Mortgage Pass Through
Certificates, Series 2007-2AX. Good morning.

REPORTER: Thank you. Hearing no
objection, I will now swear in the witness. Please
raise your right hand.

WHEREUPON,

HOWARD HANDVILLE,
called as a witness, and having been first duly sworn
to tell the truth, the whole truth and nothing but the
truth, was examined and testified as follows:

1

H. HANDVILLE

2

REPORTER: We may proceed.

3

EXAMINATION

4

BY MR. KUSHMAKOV:

5

Q Good morning, Mr. Handville. My name is

6

Eduard Kushmakov. I am an attorney at Jacobs, PC.

7

I'm here representing Article 13 LLC, the plaintiff in

8

this action.

9

I'm going to be asking you a series of

10

questions today to which you'll have to respond

11

truthfully, as I'm sure your attorney has informed

12

you. As you can see there's a court reporter present.

13

The court reporter is going to be taking down

14

everything we're saying. So it's very important that

15

you keep your answers verbal. And you do not shake

16

your head to say no or nod your head to say yes or

17

make any noises that the court reporter cannot take

18

down.

19

If you need a break at any time, please feel

20

free to let me know. You may take a break so long as

21

no question is pending. And if, for whatever reason,

22

you don't understand any question that I'm asking you,

23

please tell me and I'll do my best to rephrase it.

24

Otherwise, I'm going to assume that you understand my

25

question.

1 H. HANDVILLE

2 Do you understand these instructions?

3 A I do.

4 Q Are you presently on any medication?

5 A No.

6 Q Is there any medication that you should have
7 taken and failed to do so?

8 A No.

9 Q Have you had any drugs or alcohol in the
10 last 24 hours?

11 A No.

12 Q Can your ability to testify be affected in
13 any way?

14 A No.

15 Q Please state your address.

16 MR. YOHAY: Use your business address,
17 please.

18 A 1661 Worthington Road, Suite 100, West Palm
19 Beach, Florida, 33409.

20 Q This is your business address; correct?

21 A Yes.

22 Q And I'm assuming you're presently employed.

23 A Yes.

24 Q By whom are you employed?

25 A Ocwen Financial Corporation.

1 H. HANDVILLE

2 Q And how long have you been employed by Ocwen
3 Financial?

4 A I first started with Ocwen in August of
5 2010, and I have been with them ever since.

6 Q And when you started with Ocwen, what was
7 your title?

8 A Loan analyst.

9 Q And what is your title currently?

10 A Senior loan analyst.

11 Q Are the duties more or less the same?

12 A The pay is a little better, but the job's
13 the same.

14 Q So can you describe what this job entails?

15 MR. YOHAY: Objection. Just, Ed, which
16 job are you referring to? Loan analyst or senior loan
17 analyst?

18 BY MR. KUSHMAKOV:

19 Q Well, maybe so. Are the duties of a loan
20 analyst and senior loan analyst the same?

21 A Largely, yes.

22 Q So can you start by describing your duties
23 as a loan analyst?

24 A As a loan analyst and a senior loan analyst,
25 I'm tasked with doing research for the law department

1 H. HANDVILLE

2 on litigated matters. I am charged with execution of
3 documents such as pleadings, interrogatory responses,
4 things like that. Also tasked with appearing as
5 necessary for court required appearances such as
6 mediations, order to show cause hearings, foreclosure
7 actions, trials, depositions, etcetera. And I'm also
8 a certified MERS officer and can execute on behalf of
9 MERS for the corporation.

10 Q You mentioned research. What sort of
11 research?

12 A Sometimes our counsels have questions
13 regarding transactions or payment history questions or
14 just general servicing related questions that we try
15 to research and provide responses.

16 Q And by research, do you mean you research
17 internal documents or external databases or something
18 else?

19 A We research business records that we
20 possess.

21 Q Ocwen's business records?

22 A Well, now it's PHH business records, but
23 before that it was Ocwen's.

24 Q And who is PHH or what is PHH?

25 A PHH is a company that Ocwen merged with back

1 H. HANDVILLE

2 in 2019. And PHH is the successor servicer to Ocwen
3 Loan Servicing.

4 Q Let's talk about your education for a
5 moment. What is your highest level of education?

6 A I got a GED in high school. Took a couple
7 of college courses but didn't do anything with it
8 'cause I working nights and it was just too difficult.
9 So that's basically it.

10 Q Prior to August 2010, who were you employed
11 by?

12 A Prior to August of 2010, I was with a
13 company ABN AMRO Mortgage.

14 Q And how long were you employed by ABN?

15 A Correct. Three -- go ahead, I'm sorry.

16 Q How long were you employed by ABN?

17 A I was three years with them.

18 Q So from 2007 to 2010?

19 A Oh, God. I don't remember the dates. I
20 think it was a little earlier than that. There was an
21 unemployment gap in the interim.

22 Q Okay. Well what was your position at ABN?

23 A I was the audit manager for quality control.

24 Q Quality control for what specifically?

25 A Pre- and post-closings. It was an

1 H. HANDVILLE

2 origination company so they would generate a lot of
3 business. And I would audit the underwriters and the
4 pre- and post-closing documents, the disclosure
5 documents, things like that.

6 Q And prior to ABN, where did you work?

7 A Prior to them I worked for a year as an
8 outside sales consultant for a manufacturer of
9 industrial construction products.

10 Q You mentioned an unemployment gap. Is that
11 unemployment gap in between your time at ABN to your
12 time now at Ocwen or PHH?

13 A Let.s see. The gap I believe was between
14 ABN and my prior employer, which was a company called
15 CMAC [ph], a private mortgage insurance company. I
16 was with them for ten years. There was about a four-
17 year gap between those two jobs.

18 Q And why was there a gap?

19 MR. YOHAY: Objection. You can answer.

20 A Well, I tried to stay in the mortgage
21 business and things were pretty tough back then. It
22 was hard to find a job.

23 Q You have any certifications or licenses?

24 MR. YOHAY: Objection. Ed, do you mean
25 pertaining to this type of work or --

1 H. HANDVILLE

2 MR. KUSHMAKOV: Yeah.

3 MR. YOHAY: -- anything at all?

4 MR. KUSHMAKOV: Anything at all.

5 MR. YOHAY: You mean like a driver's
6 license or a boating license or anything like that?

7 MR. KUSHMAKOV: Do you have --

8 MR. YOHAY: Just narrow the question,
9 thanks.

10 BY MR. KUSHMAKOV:

11 Q Do you have any certifications or licenses
12 as they currently pertain to your line of work?

13 A Just the MERS certification.

14 Q Have you ever been a mortgage broker? I
15 apologize. Let me rephrase. Have you ever been
16 licensed as a mortgage broker?

17 A No.

18 Q Did you receive any training for your
19 current position as a senior loan analyst?

20 A There's on the job training and there's
21 online training that we receive.

22 Q Did you receive any training for your prior
23 position as a loan analyst?

24 A That's what I was referencing, so yes.

25 Q So between being a loan analyst and being a

1 H. HANDVILLE

2 senior loan analyst, there's no additional training.
3 Is that correct?

4 A Well, as a loan analyst when you are
5 assigned a foreclosure, a lot of -- a lot -- the bulk
6 of the foreclosure action from our servicers are
7 generally uncontested. And those are pretty easy to
8 go to in some cases. Like, New York, in Brooklyn, for
9 example, they may have an Ocwen day. And they'll send
10 several witnesses up there and they'll just do a whole
11 bunch of defaulted borrowers, foreclosures, just to
12 prove up their business record and their judgment
13 figures.

14 So that's primarily what the loan analysts
15 handle. The senior loan analysts more or less
16 specialize on the ones that are litigated. Where
17 there are issues involving many number of things. You
18 know, they tend to be a little bit more involved and
19 tend to involve more things like depositions and
20 discovery responses and things like that. So that's a
21 little bit more towards the senior loan analyst's
22 responsibilities than handling the bulk foreclosure
23 volumes that the loan analysts handle.

24 Q So as a senior loan analyst, do you have any
25 decision-making authority when it comes to litigated

1 H. HANDVILLE

2 foreclosure actions?

3 MR. YOHAY: Objection. You can answer.

4 A No.

5 Q As a senior -- actually, let -- withdrawn.

6 When were you promoted to senior loan analyst?

7 A I don't recall for sure. I believe it was
8 late 2012.

9 Q Are senior loan analysts involved in any
10 business decisions that Ocwen makes?

11 MR. YOHAY: Objection. You can answer.

12 A Not generally.

13 Q Would they ever be involved?

14 MR. YOHAY: Objection. You can answer.

15 A Sometimes loan analysts are involved in
16 doing the research that may result in a decision that
17 needs to be made. But, generally speaking, the
18 decisions are made either by the business unit or
19 inhouse counsel.

20 Q And in your position, do you frequently
21 interact with the business unit?

22 A Fairly regularly, yes.

23 Q And what does the business unit do?

24 MR. YOHAY: Objection. You can answer.

25 A It depends on which business unit you're

1 H. HANDVILLE

2 talking about. You have foreclosure, you have loss
3 mitigation. There's a lot of different divisions in
4 -- in a servicing aspect.

5 Q Do you interact with the different
6 divisions, more or less -- withdrawn. Do you interact
7 with all those different divisions?

8 A A number of them, yes.

9 Q Which ones do you interact with most often?

10 A Loss mitigation, probably, is the number
11 one. Sometimes foreclosure. Sometimes our
12 ombudsman's office. Just depends on the nature of the
13 issue.

14 Sometimes collections, sometimes payment
15 processing, sometimes escrow. Just depends on what
16 questions are posed; what issues need to be
17 researched; who's asking and why, etcetera.

18 Q What is the loss mitigation division of the
19 business unit do?

20 A They try to assist borrowers in seeking some
21 sort of resolution regarding a loan that's in default.
22 Whether it's a forbearance plan or repayment plan to
23 help them get caught up, depending on the financial
24 ability of the borrower and the severity of the
25 default. They process modification requests.

1 H. HANDVILLE

2 Sometimes they handle short sales or discount payoffs.
3 Loss mitigation can also include deed in lieu of
4 foreclosure.

5 Q Is loss mitigation involved -- withdrawn.
6 Loss mitigation speaks with the borrowers directly; is
7 that correct?

8 A Borrowers directly as well as their
9 authorized representatives, such as counsel or if they
10 designate a third party to speak on their behalf and
11 send in the proper authority.

12 Q Is loss mitigation involved when a loan
13 is -- withdrawn. If a foreclosure action is started,
14 is loss mitigation involved during the pendency of the
15 foreclosure action?

16 A Yes.

17 Q How?

18 A They continue to reach out to the borrower.
19 Try to see if they can make contact -- make the right
20 party contact; determine the reason for default; get
21 some idea of what the borrower's intentions are with
22 regards to the property, what they may or may not be
23 interested in. And depending on what those responses
24 come back as depends on how they approach it.

25 Q What is loss mitigation's involvement prior

1 H. HANDVILLE

2 to the beginning of a foreclosure action?

3 A They reach out to borrowers that are in
4 default. They send them written correspondence as
5 well as phone calls.

6 Q Who makes the decision to bring the
7 foreclosure action?

8 MR. YOHAY: Objection. You can answer.

9 A The servicer handles the foreclosure action
10 on behalf of the trust.

11 Q Can loan analysts recommend that a
12 foreclosure begin?

13 A No.

14 Q Who can make a recommendation to begin a
15 foreclosure action?

16 A Collection department.

17 Q Is the collection department part of the
18 loss mitigation division?

19 A No.

20 Q What does the foreclosure division do?

21 A They process foreclosures that -- on loans
22 that are in default. They do a -- I think they call
23 it a SCRA search with the Department of -- Department
24 of Defense. To see if the borrower is a serviceman --
25 active serviceman.

1 H. HANDVILLE

2 They prepare a package to be presented to
3 foreclosure counsel to initiate foreclosure. They
4 instruct them as to what name the -- they call it the
5 FITNO -- foreclose in the name of -- information. And
6 they send a package off to the foreclosure counsel to
7 start that process. And then from there it's a matter
8 of the counsel looking at the documentation, checking
9 title, and deciding if they need additional documents,
10 such as an assignment of mortgage or payoff figures or
11 any other thing they need to get the package complete
12 enough to, you know, file with the courts.

13 Q So describe to me a typical interaction you
14 have with the loss mitigation unit.

15 MR. YOHAY: Objection. You can answer.

16 A My typical interaction?

17 Q Yes.

18 A Well usually I'm asking them questions.

19 Questions --

20 Q What sorts of --

21 A Questions about a repayment plan or a
22 modification. Questions about the terms in the
23 modification. I-- I have recently had communications
24 with them about the stand-alone application that they
25 use to process the loss mitigation modifications

1 H. HANDVILLE

2 efforts in. A lot of times it's just general
3 questions or verifying information that I think I know
4 that I need a little bit of outsourcing to verify what
5 I think I have come across.

6 Q What do you mean by outsourcing?

7 A Third-party verification. If I go back --
8 if -- if I'm looking at something and I think I have
9 an answer, but I'm not sure, I'll reach out to the
10 appropriate department to verify what I'm looking --
11 looking at is what I see -- is what I think it is.

12 Q So by outsourcing you mean just a different
13 department within Ocwen.

14 A Right. It's probably not the best term, but
15 I -- I'm looking for third party verification of my
16 ideas or concepts or interpretations of something that
17 I see.

18 Q Can you describe to me some of your typical
19 interactions with the foreclosure division.

20 A Don't have really that much with
21 foreclosures. I may call them and ask them if they
22 received an email from somebody or if they have an
23 email that they sent to somebody. Usually it's just
24 trying to research background information on the
25 foreclosure.

1 H. HANDVILLE

2 Q What sort of background information?

3 A It's hard to say. Did they reach out to XYZ
4 insurance company to find something out? Did they get
5 a response? Things like that.

6 Q In the course of your duties would you
7 prepare some sort of report?

8 A I'm sorry. You're breaking up. What was
9 that again?

10 Q In the course of your duties would you
11 prepare some sort of report?

12 MR. YOHAY: Objection. You can answer.

13 A I have compiled spreadsheets. I don't know
14 if I would call that a report.

15 Q And what sort of information is contained in
16 the spreadsheets?

17 A Just -- it could be timeline information.
18 It could be payment application information. Just
19 general information regarding research I'm doing
20 for -- on a given loan.

21 Q What would the timeline information be?

22 A Well it would be a timeline basically when
23 was the loan boarded; who was the prior servicer; what
24 did Ocwen do, you know, once we got the loan? Did we
25 initiate foreclosure; was it already in foreclosure?

1 H. HANDVILLE

2 Did we reach out to the borrowers; when, how, what was
3 the outcome? Was a modification, you know, offered or
4 considered or discussed? You know, things like that.

5 Q The timeline information include when the
6 note was purchased by Ocwen?

7 MR. YOHAY: Objection. You can answer.

8 A It might.

9 Q Does Ocwen purchase notes?

10 A Ocwen has purchased notes. I don't know
11 that it's a regular activity, but that has occurred.
12 Largely, they service loans for others.

13 Q When you say, "service loans for others,"
14 can you elaborate on what you mean by service loans?

15 A Take care of the mortgage payments, the
16 escrows, credit reporting, application of payments,
17 yearend tax and credit reporting. Things like that.
18 That's what I mean by servicing a loan.

19 Q So it would also send default notices?

20 A Yes.

21 Q And you would have this information compiled
22 in your timeline?

23 A Yes.

24 Q Did you review any documents prior to
25 today's deposition?

1 H. HANDVILLE

2 A Yes.

3 Q Which documents did you review?

4 A I reviewed the foreclosure complaint, the
5 exhibits, and business records that were produced. I
6 signed off, so obviously reviewed this in June, the
7 response to the first set of interrogatories. I
8 looked at the servicing notes, the comment log, the
9 payment histories, the pleadings, a whole bunch of
10 assignment of mortgages for various and assorted
11 mortgages. I looked at the first, second, and third
12 note and mortgage. We can call them the CEMA
13 mortgages, if you would like. And the pleadings and,
14 largely, the business records that we had available to
15 us.

16 Q Did you also refer to your spreadsheet in
17 preparation for today's deposition?

18 A Yes.

19 MR. KUSHMAKOV: I'm going to put a
20 demand on the record for the service notes, the
21 comment log, as well as the spreadsheet to be sent
22 that's pertinent to this litigation. Other
23 information may be redacted, but we'll follow up in
24 writing.

25 MR. YOHAY: I assume you'll follow up

1 H. HANDVILLE

2 in writing following the deposition.

3 MR. KUSHMAKOV: Yes, of course.

4 MR. YOHAY: We'll take it under
5 advisement.

6 BY MR. KUSHMAKOV:

7 Q And did you meet with your attorney in
8 preparation for today's deposition?

9 A Yes.

10 Q What was discussed during your meeting?

11 MR. YOHAY: Objection. Don't answer
12 that. Ed, that's clearly attorney/client privileged.
13 You know better than that.

14 MR. KUSHMAKOV: The sum and substance
15 of that conversation, but I assume would get the same
16 objection, which is fine.

17 MR. YOHAY: It's --

18 MR. KUSHMAKOV: How long --

19 MR. YOHAY: That's all attorney/client
20 privilege and going to be a standing objection to
21 everything that's attorney/client privileged. And,
22 also, if your next question is how long, I think that
23 borders on attorney/client privilege. So I'm going to
24 direct the witness not to answer.

25 MR. KUSHMAKOV: May I go off the record

1 H. HANDVILLE

2 for just a couple minutes just to get my eye drops?

3 MR. YOHAY: Sure.

4 REPORTER: Sure. Okay. At 11:48 a.m.,
5 we are now off the record.

6 (Off the record.)

7 REPORTER: The time is 11:56 a.m., we
8 are now back on the record.

9 BY MR. KUSHMAKOV:

10 Q Sir, are you familiar with a foreclosure
11 action entitled Central Mortgage Company against Lisa
12 Abbott?

13 A I am.

14 Q And how are you familiar with this action?

15 A Well, it's the loan that we service. And
16 it's the loan that I have been researching. I read
17 the initial foreclosure complaint and have been
18 working on that on and off since June.

19 Q You have been working on this file for
20 approximately one month?

21 A No. The reference to June was when I first
22 got involved with this loan because of the response to
23 rogs that was requested. And then I think it was -- I
24 picked it back up again after the -- after David was
25 looking for depo dates.

1 H. HANDVILLE

2 MR. YOHAY: I'm just going to remind
3 the witness not to disclose any attorney client
4 communications. But you may continue, Ed.

5 BY MR. KUSHMAKOV:

6 Q Were you done, Mr. Handville?

7 A Yes.

8 Q What sort of research did you do on this
9 file?

10 A Mostly reading the documents and the
11 business records -- the pleadings. I think I read a
12 depo transcript by Ms. Abbott taken by a different law
13 firm. And, basically, just the business records,
14 largely.

15 Q Can you specify which business records?

16 A Payment histories, comment logs, images that
17 we have retained in our image repository of prior
18 servicer records -- things like demand letters,
19 inbound/outbound correspondence to the borrower,
20 things like that.

21 Q And you reviewed all of those in preparation
22 for today's deposition?

23 A Yes.

24 MR. KUSHMAKOV: So we're going to make
25 a demand on the record for all documents reviewed as

1 H. HANDVILLE

2 they pertain to the action entitled Central Mortgage
3 Company against Lisa Abbott. That's all that the
4 witness has testified to reviewing for this
5 deposition. And so we will follow up in writing.

6 MR. YOHAY: And we'll respond
7 accordingly.

8 BY MR. KUSHMAKOV:

9 Q After you performed your research, did you
10 create any documents pertaining to that research?

11 A The only document I created was the timeline
12 spreadsheet that I started creating when we were
13 talking -- when I was talking with counsel in
14 preparation for the depo.

15 Q Do you currently have that timeline
16 spreadsheet in front of you?

17 A No.

18 MR. KUSHMAKOV: Just to make a demand
19 for that timeline spreadsheet as well to the extent
20 that it's not covered by the other demands. And, yes,
21 we'll follow up in writing.

22 MR. YOHAY: And we'll certainly
23 respond. I'll note on the record that that type of
24 document is likely going to be privileged either by
25 attorney/client and/or the work product doctrines, but

1 H. HANDVILLE

2 it's something certainly we can note in our response.

3 MR. KUSHMAKOV: That's something for us
4 to discuss in the future, of course.

5 BY MR. KUSHMAKOV:

6 Q So, Mr. Handville, how would you rate your
7 familiarity with the Central Mortgage Company versus
8 Lisa Abbott action?

9 MR. YOHAY: Objection. You can answer.

10 A I don't know how I would rate it. I have
11 questions.

12 Q You have questions?

13 A I have questions.

14 Q And what sorts of questions do you have?

15 A Well, they would be questions, I guess,
16 directed to Central. What they were thinking; what
17 they were doing; why they were doing it; how did they
18 think they could do it? Etcetera, etcetera.

19 Q So can you summarize your research of this
20 file?

21 MR. YOHAY: Objection. You can answer.

22 A I think I already have. I reviewed the
23 business records.

24 Q Right. You summarized what you researched.
25 But now I would like you to summarize your findings,

1 H. HANDVILLE

2 if any. I apologize if I wasn't clear.

3 A Okay.

4 MR. YOHAY: Objection. You can answer.

5 A My findings are that Central didn't own the
6 loan; did not have standing to foreclose in their name
7 as the owner of the loan. They did not have the
8 proper assignments in place prior to foreclosing. And
9 the assignments they tried to put in place after the
10 closing with postdated -- or predated effective dates
11 as a nullity.

12 They did not have standing. They did not have
13 the ability. They did not have the right to foreclose
14 in their name as the owner. And, you know, I'm not an
15 attorney, but it seems to me the entire action was a
16 nullity.

17 Q What does that mean when you say the entire
18 action was a nullity?

19 A They -- they should not have foreclosed in
20 the manner -- or tried to foreclose in the manner that
21 they did. They didn't own the loan, so declaring
22 themselves the owner is inaccurate. And according to
23 the terms of the pooling and servicing agreement, they
24 should have foreclosed in the name of the trust. The
25 trust is the owner. The trust has always been the

1 H. HANDVILLE

2 owner. The trust has always been in possession of the
3 note since shortly after it originated.

4 Q And who's the trust?

5 A It's a US Bank trust. David read off the
6 caption. I don't have it memorized. But, US Bank,
7 National Association, as trustee.

8 And then there's a whole bunch of "as successors
9 to," because LaSalle was merged with Bank of America.
10 And then Bank of America sold off some of their trust
11 business to US Bank. So the trust has remained the
12 same, it's just the trustees have changed throughout
13 the years.

14 Q So going forward, if I say, US Bank Trust,
15 that will refer to the incredibly long and complicated
16 name that Counsel Yohay has given on the record at the
17 beginning of this deposition. That --

18 A We -- we can say, US Bank. The US Bank
19 Trust is the defendant.

20 Q What is Central Mortgage Company's
21 relationship to US Bank Trust?

22 A US Bank Trust -- the trust that owns these
23 loans -- has to have someone to service the loans.
24 Central Mortgage was simply the servicer at the time.

25 Q Does the servicer need permission or

1 H. HANDVILLE

2 authority from US Bank to commence foreclosure action?

3 A No.

4 Q When a servicer commences a foreclosure
5 action, is US Bank Trust made aware?

6 A Yes.

7 Q How are they made aware?

8 A I believe that they are made aware by the
9 fact that we do investor reporting on loans that are
10 in default. And that would be how they would be
11 notified initially.

12 Q And how soon after -- withdrawn.

13 A I'm sorry. That --

14 Q No. Withdrawn.

15 A Oh, okay.

16 Q I have another question.

17 A Okay.

18 Q Was US Bank Trust notified of the
19 foreclosure action that Central Mortgage Company
20 commenced?

21 A I don't know specifically. Servicers are
22 required to do investor reporting, so I would think
23 they would.

24 Q Who would know?

25 A But I haven't seen any documents from them.

1 H. HANDVILLE

2 The trust would know. Somebody from that company
3 would probably know. I don't think they would have
4 notified US Bank, at that time. I think it was still
5 LaSalle as the trustee, at that time, just to clarify.
6 I don't think US Bank came into the picture until
7 like, maybe, 2010 or thereabouts. But they would have
8 -- should have continued to receive investor
9 reporting, monthly reports from whoever was servicing
10 the loan at the time.

11 Q And these monthly reports would indicate
12 that a foreclosure action has commenced on a certain
13 loan?

14 A Generally, yes.

15 Q And would the trust have the authority to
16 tell the servicer, the service company, to commence
17 foreclosure action?

18 A Repeat that.

19 Q Does US Bank Trust have the authority to
20 direct a servicer to commence a foreclosure action?

21 A I suppose so.

22 Q Well do you know?

23 A They're the owner. So they have every right
24 to speak to the servicing on a loan that's in default.

25 Q And does the servicer have to do what the

1 H. HANDVILLE

2 owner asks?

3 A Unless there's some compelling reason that
4 we have to make them aware of that, for some reason,
5 we can't.

6 Q Now US Bank Trust would have the authority
7 to direct the servicer to discontinue a foreclosure
8 action, correct?

9 A To my knowledge, yes.

10 Q It does, in fact, have that authority.
11 Correct?

12 A I'm sorry?

13 Q It does, in fact, have that authority. Is
14 that right?

15 A As far as I know, it does.

16 Q Do you know who would know for sure?

17 A The trust.

18 Q Anyone specifically at the trust?

19 A I don't know anybody at US Bank. I couldn't
20 tell you.

21 Q Did Ocwen replace Central Mortgage Company
22 as a servicer to -- well, withdrawn. Bear with me for
23 one moment, I have to pull...

24 REPORTER: Eduard, can we go off the
25 record?

1 H. HANDVILLE

2 MR. KUSHMAKOV: Sure.

3 REPORTER: At 2:12 p.m. [sic], we are
4 now off the record.

5 (Off the record.)

6 REPORTER: And the time is 12:34 p.m.,
7 we are now back on the record.

8 BY MR. KUSHMAKOV:

9 Q Mr. Handville, the foreclosure action that
10 we were referencing, Central Mortgage versus Lisa
11 Abbott, do you know when that was filed?

12 A I believe it was August 27, 2007.

13 Q And who owned the note at the time it was
14 filed?

15 A The LaSalle Trust.

16 Q And when did US Bank Trust own the note?

17 A The Trust always owned the note. US Bank is
18 just the successor trustee.

19 Q At the time -- when I say 2007 foreclosure
20 action, I will be referring to the action that we just
21 mentioned -- Cetnral Mortgage Company versus Lisa
22 Abbott.

23 A Okay.

24 Q So at the time the 2007 action was
25 commenced, where was the note stored?

1 H. HANDVILLE

2 A It was with LaSalle.

3 Q Do you know where physically?

4 A I don't have the -- their address memorized.

5 Q And where is the note stored now?

6 A I believe David has it.

7 Q David, your attorney?

8 A Yeah. I believe counsel has it. If not,
9 Ocwen would have it.

10 Q Why would --

11 A I guess I should -- I guess I should say
12 PHH. But I'm pretty sure it was sent to Houser's
13 office.

14 Q Do you know when it was sent to Houser's
15 office?

16 A Not off the top of my head.

17 Q Do you know if it was sent before or after
18 the action that we're here for today was commenced?

19 MR. YOHAY: Objection. Just, Ed, are
20 you referring to the action commenced by your client?

21 MR. KUSHMAKOV: Yeah. The action that
22 we're here for today.

23 MR. YOHAY: Thank you. You can answer.

24 THE WITNESS: I don't recall.

25 BY MR. KUSHMAKOV:

1 H. HANDVILLE

2 Q Would the note normally be sent to an
3 attorney's office if an action was commenced that
4 concerned the note?

5 A I don't know if it's normal, but I have seen
6 it a number of times. So it's not uncommon.

7 Q So who knows where the note is physically?

8 A I believe David Yohay knows.

9 Q Would anyone at Ocwen know?

10 A I would have to look at our notes to see
11 when it was sent.

12 Q So the note was sent?

13 A Pretty sure it was.

14 Q Do you know who at Ocwen would know for sure
15 whether it was?

16 A Anybody who pulls up the comment log and
17 looks at the date that it was sent would see it. I
18 just don't happen to have that memorized.

19 Q When did US Bank Trust become LaSalle's
20 successor, if you know?

21 MR. YOHAY: Objection. That might have
22 been asked and answered. But you can answer.

23 A I believe it was sometime in 2010.

24 Q Now in 2010, would US Bank be receiving
25 these monthly invest reports from Central Mortgage

1 H. HANDVILLE

2 Company?

3 MR. YOHAY: Objection. You can answer.

4 A They should have. I don't know for sure.

5 Q Who would know for sure?

6 A Well, somebody at Central or somebody at US
7 Bank.

8 MR. KUSHMAKOV: Can we pull up the
9 document labeled "Abbott 2007 foreclosure"? We'll
10 mark that as Exhibit A for identification.

11 REPORTER: I'm sorry. What number
12 would you like the Exhibit to be marked as?

13 MR. KUSHMAKOV: Exhibit A or Exhibit 1.
14 It doesn't really matter to me.

15 MR. YOHAY: Well, for the record, are
16 we doing A or 1?

17 MR. KUSHMAKOV: I think yours were
18 marked as A, B, C. So we'll mark mine as Exhibit 1.

19 MR. YOHAY: Yeah. I think generally
20 plaintiff's exhibits are numbered and defendant's are
21 lettered, but in any event.

22 (Exhibit 1 was marked for
23 identification.)

24 MR. KUSHMAKOV: Sorry, Mr. Reporter. I
25 was waiting on you to pull up the document.

1 H. HANDVILLE

2 REPORTER: I -- I have not gotten ...

3 MR. KUSHMAKOV: Oh, you haven't
4 received the email?

5 REPORTER: No.

6 MR. KUSHMAKOV: Oh, I apologize.

7 MR. YOHAY: Oh, Ed. Can we go off the
8 record for a second?

9 (Off the record.)

10 REPORTER: Yeah. The time was 12:45
11 p.m. we went off the record. It is now 12:47 p.m., we
12 are back on the record.

13 BY MR. KUSHMAKOV:

14 Q Mr. Handville, have you seen this document
15 before?

16 A I believe I have.

17 Q For the record, this document has been
18 marked as plaintiff's Exhibit 1 for identification.
19 Mr. Handville, can you please what this document is?

20 A It appears to be the summons page of the
21 foreclosure filed by Central Mortgage against the
22 borrower, Lisa Abbott.

23 Q I'm going to scroll down to the next page.
24 And I'll represent to you that this is a 21-page
25 document that includes the summons, the complaint, as

1 H. HANDVILLE

2 well as some other exhibits. I'll give you a moment
3 to look through it. Please just direct me if you want
4 me to go up a page or go down a page.

5 A Next page. Next. All right. Hold on.
6 Next. Next. Okay. Yeah, I have seen this.

7 Q Should I keep going or have you seen enough?

8 A I have seen enough for now.

9 Q Okay. Can you describe the loan that --
10 withdrawn. Can you describe what this document this?

11 MR. YOHAY: Objection. You can answer.

12 A It's the foreclosure complaint.

13 Q And does it refer to a specific loan or
14 loans?

15 A Yes, it refers to the Lisa Abbott loan as
16 well as the prior loans.

17 Q How many loans in total does it refer to?

18 A I believe there were three.

19 Q And the foreclosure action was commenced on
20 all three or no?

21 MR. YOHAY: Objection. You can answer.

22 A The foreclosure action was commenced on the
23 \$645,000 mortgage, to my knowledge.

24 Q To your knowledge, is that a consolidated
25 mortgage?

1 H. HANDVILLE

2 A Yes.

3 Q And do you know whose decision it was to
4 start this action?

5 A Not specifically.

6 Q Do you know who would know?

7 A Somebody at Central Mortgage would know.

8 Q Was Central Mortgage always the servicer for
9 this consolidated loan?

10 A No, they were succeeded by Saxon Mortgage, I
11 believe, in 2008. And then Ocwen Loan Servicing is in
12 2012. And PHH in, I believe, June of 2019.

13 Q When Ocwen became the servicer in 2012, did
14 it have a servicing agreement in place with US Bank
15 Trust?

16 A We had -- let's see, what did we have in
17 2012? I don't recall. I think there would have been
18 a servicing transfer agreement between Saxon and Ocwen
19 that would speak to that. I think it would have been
20 dated around the beginning of April 2012.

21 Q And would there be a similar agreement
22 between Saxon and Central Mortgage Company?

23 A I wouldn't know.

24 Q Have you seen any servicing agreements
25 between Ocwen and US Bank Trust?

1 H. HANDVILLE

2 A I think we provided a Power of Attorney from
3 2019 -- might have had one earlier than that, but I
4 think that was the most recent one.

5 Q The servicer and a trust, they more or less
6 work hand-in-hand; correct?

7 MR. YOHAY: Objection. You can answer.

8 A To some degree, I suppose. Mostly, it's
9 reporting to them from the servicer's side.

10 Q But they ultimately have the same goals;
11 right?

12 MR. YOHAY: Objection. You can answer.

13 A Well, we have a fiduciary responsibility to
14 the trust. The trustee has a fiduciary responsibility
15 to the trust and to the certificate holders of the
16 trust. But I think our goals are aligned as far as
17 minimizing defaults and trying to keep as many loans
18 working in a positive manner as we can.

19 Q When Ocwen became the servicer in 2012 for
20 this consolidated loan, did it continue to pursue the
21 2007 foreclosure action?

22 MR. YOHAY: Objection. You can answer.

23 A To my knowledge, they did continue that,
24 yes.

25 Q And Ocwen would prepare monthly reports to

1 H. HANDVILLE

2 US Bank Trust; correct?

3 A Correct.

4 Q Have you seen any of these reports?

5 A No.

6 Q Do you know if they exist?

7 A We're required to provide monthly reports.

8 I can only assume that they exist. I have not
9 visually seen them.

10 Q As a loan analyst, do you don't provide or
11 prepare these reports; correct?

12 A No, I don't.

13 Q So who provides and prepares these reports?

14 A Largely, our counsel does. And they send
15 them to us and then we parse them into our reports.

16 Q When you say, "us," do you mean to Ocwen or
17 do you mean to the loan analysts?

18 A I mean to the servicer.

19 Q The servicer.

20 A Yeah.

21 Q So who of the servicer receives it?

22 MR. YOHAY: Objection.

23 A I'm not sure I understand the question.

24 MR. YOHAY: Eddie, I was going to ask
25 you to repeat, as well.

1 H. HANDVILLE

2 MR. KUSHMAKOV: Okay.

3 MR. YOHAY: Thank you.

4 BY MR. KUSHMAKOV:

5 Q Mr. Handville, you testified that these
6 reports would be sent to the servicer; correct?

7 MR. YOHAY: Objection.

8 A When the attorneys are doing them, yes.

9 Q And if the attorneys are not involved, the
10 servicer would create these reports on its own;
11 correct?

12 A Correct.

13 Q Now in this case, by "this case," I'm
14 referring to the 2007 foreclosure action, Ocwen
15 prepared reports to your knowledge; correct?

16 A To my knowledge, yes.

17 Q Who, at Ocwen, would prepare these reports?

18 A I don't know specifically, but we do have an
19 investor reporting department. So I'm thinking that
20 they would be involved.

21 Q As a loan servicer, do you interact with the
22 investor reporting department?

23 A I don't personally, but our loan servicing
24 area has departments that interact with the investors.

25 Q Do you know who the supervisor is of the

1 H. HANDVILLE

2 loan servicing department -- withdrawn. Do you know
3 who the supervisor is of the investor reporting
4 department?

5 A No.

6 Q Do you know who would know?

7 A Well, I guess Robert Fisher would know.

8 Q How do you spell Robert Fisher's last name?

9 A F-I-S-H-E-R.

10 Q And what is Robert Fisher's title?

11 A I believe he is the foreclosure manager.

12 Q Are you familiar with his duties?

13 A No.

14 MR. KUSHMAKOV: I'd just like to put on
15 the record that we will require the deposition of
16 Robert Fisher. He may have knowledge that is relevant
17 to plaintiff's action. And therefore we'll follow up
18 in writing with a deposition notice for Robert Fisher.
19 Of course, defense counsel will respond.

20 MR. YOHAY: We'll take it under
21 advisement.

22 BY MR. KUSHMAKOV:

23 Q Do you know who would have seen these
24 monthly reports at Ocwen?

25 A No.

1 H. HANDVILLE

2 Q And as a loan analyst, you compile these
3 reports, correct?

4 MR. YOHAY: Objection. You can answer.

5 A What was that question again?

6 Q Withdrawn. At the time Ocwen became the
7 servicer of this consolidated loan, who owned the
8 note?

9 A The trust.

10 Q And when you say, "the trust," you mean US
11 Bank trust; correct?

12 A Yes.

13 Q At the time Ocwen became the servicer, where
14 was the note physically located?

15 A I don't know.

16 Q Who would know?

17 A Well, I could tell you if I looked at the
18 comments. The real servicing comments would have
19 indication as to requests for the documents.

20 Q Would you like to take a look at those
21 comments now?

22 A If you want me to.

23 Q Please do.

24 A Do you have them? Are you going to put them
25 on the screen?

1 H. HANDVILLE

2 Q I don't believe I have them. Let me just
3 double check that.

4 MR. YOHAY: Ed, by counsel -- are we
5 off the record?

6 REPORTER: Yeah. Yeah. We're off.

7 (Off the record.)

8 REPORTER: The time is 1:02 p.m., we
9 went off the record. It is now 1:06 p.m., we are now
10 back on the record.

11 BY MR. KUSHMAKOV:

12 Q What I have on the screen right now is --

13 MR. KUSHMAKOV: Well, it should be
14 marked as Plaintiff's Exhibit 2 for identification.

15 (Exhibit 2 was marked for
16 identification.)

17 BY MR. KUSHMAKOV:

18 Q Plaintiff's Exhibit 2 contains defendant's
19 responses to plaintiff's first request for production
20 of documents. This is a 245-page document that would
21 be dated June 18th, 2021. Mr. Handville, I ask you to
22 take a look at pages that are bate stamped USB407,
23 408, and 409.

24 Do you see these pages?

25 A Yes. Could you scroll down a little bit?

1 H. HANDVILLE

2 Oh that's the end? Okay.

3 Q Yeah. One moment. I think I have the wrong
4 one up. Let me pause for just a second. It's the
5 right document, just the wrong window. One moment.

6 Okay. I think that's that.

7 A So to answer your question, US Bank was in
8 possession of the trust -- was in possession of the
9 original note when the loan boarded with Ocwen.

10 Q You're basing it on plaintiff's Exhibit 2,
11 bate stamped USB407 through 409; correct?

12 A Yes.

13 Q At the time Ocwen became the servicer of
14 this loan, did Ocwen's loss mitigation division
15 communicate with the borrower on this consolidated
16 loan?

17 A Yes.

18 Q How so?

19 A They sent out correspondence; they made
20 phone calls; they made contact with the borrower and
21 discussed alternatives with her.

22 Q Do you know who made those phone calls?

23 A Not off the top of my head.

24 Q Do you know who would know?

25 A Could refer to the comments. There may be

1 H. HANDVILLE

2 information in there as to the caller and the
3 information. No one's going to know off the top of
4 their head without referring to the comments, so.

5 Q Of course. When Ocwen becomes a servicer on
6 a loan, does it have a certain procedure that it
7 follows upon receiving the file?

8 MR. YOHAY: Objection. You can answer.

9 A I'm not sure what you mean by procedure.
10 Could you be more specific what you're asking?

11 Q Sure. So when Ocwen receives -- withdrawn.
12 When Ocwen becomes the servicer on a loan, what is the
13 first step that it takes, if any?

14 A Ocwen will notify the borrowers of the
15 service transfer. The prior servicer should have as
16 well, ahead of time. So Ocwen will send out,
17 generally, a welcome letter.

18 It will also try to make contact, certainly,
19 on loans that are in default. They reach out to the
20 borrowers immediately. They send them their notices.

21 They send them -- during the servicing --
22 the escrow analysis letters or any loan related
23 information such as a -- you know, a 1098 form or
24 things like that. And then they verify that taxes and
25 insurance are paid or are being paid or need to be

1 H. HANDVILLE

2 paid, as the case may be. So they'll audit those
3 items.

4 They try to reach out -- if there's no
5 evidence of insurance -- to the borrower get evidence
6 if they have hazard or flood or whatever the case may
7 be. They double check the taxes and pay them if they
8 need to be. They will send out notices to the
9 borrower if we don't receive evidence of insurance
10 that they're going to force place coverage. And then
11 after several notices, they send them a copy of the
12 policy that they bought and charged to the escrow
13 account. Other than that, they continue with loss
14 mitigation efforts until such time as there's no
15 reason to continue them.

16 Q And when they determine there's no reason to
17 continue with loss mitigation efforts, what do they do
18 next?

19 A Just continue with foreclosure.

20 Q Now for the sake of clarity, I'm just trying
21 to understand, would loss mitigation efforts run
22 parallel to a foreclosure action?

23 MR. YOHAY: Objection. You can answer.

24 A They run parallel in the fact that they're
25 occurring in the same timeline. I mean, loss

1 H. HANDVILLE

2 mitigation can start before foreclosure if the
3 borrower responds and we can work something out to
4 that -- you know, to avoid a foreclosure. But once
5 it's in foreclosure, loss mitigation continues.

6 If the borrower expresses an interest, we
7 assist them with getting a request for mortgage
8 assistance completed. So that they can apply and give
9 us an idea of what their financial situations are; the
10 reason for the default; give us an idea of what their
11 capabilities are. And depending on what they're
12 looking for, address it accordingly.

13 If the borrower does submit a completed -- we'll
14 call it RMA, request for mortgage assistance -- then,
15 at that point in time, once a completed package is
16 deemed received, then they will put foreclosure
17 activity on hold while they process it.

18 Q Mm-hm.

19 A At some point in time, they decision it.
20 Assuming the decision is a positive one, they give
21 them a period of time to execute, let's say a
22 modification agreement, as an example. And make the
23 initial payment in certified funds, or whatever the
24 agreement calls for.

25 If the borrower does not execute it, at a

1 H. HANDVILLE

2 certain point in time shortly after it's been sent
3 out, it's deemed to be rejected by the borrower. And
4 then there's a 30-day hold period for a modification
5 appeal, if they are denied the mod. And then upon the
6 expiration of that 30-day appeal, if the borrower
7 doesn't appeal it, then they just pick up and resume
8 foreclosure where they left off.

9 So there's no dual tracking or anything like
10 that. They just happen to coincide in the same exact
11 timeframe. Because once a loan's in default that's
12 when you do loss mit., largely.

13 Q You said, "continue with foreclosure," a few
14 times in the course of this deposition. When you say,
15 "continue with foreclosure," do you mean continue with
16 the foreclosure action that's already filed or
17 something else?

18 A In -- in this case, that's what I mean.
19 They're not stopping the foreclosure completely or
20 dismissing it completely at that point in time. They
21 just put everything on hold. You know --

22 Q So they don't take proactive steps to
23 continue litigating an already pending foreclosure
24 action if loss mitigation is having, you know, some
25 discussions with the borrower. Is that right?

1 H. HANDVILLE

2 A If the borrower has sent in a -- what's
3 considered a completed package, then all action is on
4 hold.

5 Q Now in relation to this cause, the
6 consolidated loan that was the subject of the 2007
7 foreclosure action, can you describe the loss
8 mitigation efforts that were taken?

9 A Well, I do recall seeing several
10 communications to the borrower. I noticed them in the
11 comments as well. Largely, what I took from reading
12 the notes and loss mitigation offers that were made,
13 is that the borrower really couldn't do anything
14 because she didn't have title to the property anymore
15 and didn't live in it. So it didn't seem to her to
16 make a whole lot of sense to enter into a modification
17 on a loan that she doesn't control the asset or, you
18 know, own it.

19 Q Do you recall the date that you read or
20 learned -- withdrawn. Is there a specific record that
21 tells you this?

22 A Between our imaged documents and the
23 comments, it kind of paints a picture of the loss
24 mitigation efforts.

25 Q Were any reports generated in response to

1 H. HANDVILLE

2 these loss mitigation efforts?

3 A I'm --

4 MR. YOHAY: Note my objection. I'm
5 sorry. You can continue.

6 A I'm not aware of any type of reports in
7 relation to loss mitigation efforts.

8 Q Are reports generally generated in response
9 to loss mitigation efforts?

10 A I'm not aware if they are.

11 Q Are records kept summarizing or detailing or
12 memorializing loss mitigation efforts?

13 A Well, the comment log and the correspondence
14 would be memorializations of those efforts.

15 Q Anything else?

16 A That's the only thing that comes to mind.

17 Q At the time Ocwen became the servicer for
18 this loan, did it have communications pertaining to
19 this loan with US Bank Trust?

20 A Would do you mean by "communications"?

21 Q Emails, reports, phone calls, anything of
22 the sort, pertaining to this loan.

23 A There would have been, like I said, the
24 monthly default reports. Outside of that, I can't
25 think of anything off the top of my head.

1 H. HANDVILLE

2 Q Other than the investor reporting
3 department, would anyone else communicate with US Bank
4 Trust?

5 A I can't think of anybody else that would be
6 communicating with them. I suppose it's possible, but
7 I can't think of anybody off the top of my head.

8 Q Do you know who would know?

9 A Somebody at the trust would know.

10 Q Who at the trust?

11 A I don't know. I don't know anybody at the
12 trust. I guess I should correct that and say the
13 trustee.

14 Q And when you say trust or trustee, you're
15 referring to US Bank Trust?

16 A Correct.

17 Q The owner of the note.

18 A Correct.

19 Q Got it.

20 MR. KUSHMAKOV: Can we take about five
21 minutes? I need to rest my eyes and ...

22 REPORTER: Sure.

23 MR. YOHAY: Sure.

24 REPORTER: The time is 1:23 p.m., we
25 are now off the record.

1 H. HANDVILLE

2 (Off the record.)

3 REPORTER: The time was 1:23 p.m. we
4 were off the record. At 1:35 p.m., we are now back on
5 the record.

6 BY MR. KUSHMAKOV:

7 Q When Ocwen began servicing the note in --
8 withdrawn. When Ocwen began servicing the loan in
9 2012, did it also maintain the 2007 foreclosure
10 action?

11 MR. YOHAY: Objection. You can answer.

12 A Yes.

13 Q Was Central Mortgage Company still involved
14 in the 2007 foreclosure action after Ocwen began
15 servicing?

16 A No.

17 Q Mr. Handville, earlier you testified that
18 you had questions for Central Mortgage Company. Can
19 you elaborate what you meant by that.

20 MR. YOHAY: Objection. Asked and
21 answered. But you can answer.

22 A Well, I questioned why they didn't follow
23 the terms of the Pooling and Servicing Agreement. And
24 have the loan assigned to the trust and foreclose in
25 the trust's name like they were supposed to. I

1 H. HANDVILLE

2 questioned why they filed assignment of mortgages
3 after the foreclosure complaint was filed with
4 effective dates going back to originations, or
5 thereabouts.

6 So I had some question as to why a servicer
7 would take that type of an approach in a foreclosure
8 for a -- a loan that's in a securitized trust. They
9 didn't have the right to do it. The trust should have
10 been the foreclosing party.

11 MR. KUSHMAKOV: Off the record briefly.
12 (Off the record.)

13 REPORTER: The time was 1:38 p.m., we
14 went off the record. At 1:41 p.m. we are back on the
15 record.

16 BY MR. KUSHMAKOV:

17 Q Mr. Handville, you mentioned assigning the
18 loan to the trust and then commencing the action
19 earlier for a Pooling and Servicing Agreement. Do you
20 mean assigning the loan to LaSalle, US Bank, or
21 someone else?

22 MR. YOHAY: Objection. You can answer.

23 A It would be assigning the mortgage to the
24 trust, is what I was referring to.

25 Q Oh, I apologize. I didn't...

1 H. HANDVILLE

2 A So at the time Central was involved, it
3 would have been -- should have been assigned to the
4 LaSalle as trustee for the trust.

5 Q When US Bank Trust -- withdrawn. When was
6 this discovered?

7 MR. YOHAY: Objection. When was what
8 discovered?

9 BY MR. KUSHMAKOV

10 Q When was it discovered that Central Mortgage
11 allegedly did not abide by the Pooling and Servicing
12 Agreement?

13 A I don't know. That's a conclusion that I
14 came to.

15 Q When did you come to that conclusion?

16 A This week in looking at the business
17 records.

18 Q Which records did you look at?

19 A Pooling and Servicing Agreement, Foreclosure
20 complaint.

21 Q Other than your attorney, have you spoken
22 with anyone about this conclusion that you came to?

23 A No.

24 Q Mr. Handville, if I could direct your
25 attention to Plaintiff's Exhibit 2. It's marked for

1 H. HANDVILLE

2 identification. Specifically, two pages bate stamped
3 as USB450 and 451. I ask that you take a moment to
4 look at these two pages.

5 A I have seen these.

6 Q Now you just said that you have seen these.
7 After looking at these two pages, can you tell us
8 where you have seen these?

9 A I think they might be part of our document
10 production. Isn't the first time I have seen them.

11 MR. YOHAY: Mr. Court Reporter, can you
12 read back the last question and answer? I think my
13 audio cut out --

14 REPORTER: Sure.

15 MR. YOHAY: -- so I wasn't able to hear
16 it. Yeah, thank you.

17 (The reporter replayed the record as
18 requested.)

19 MR. YOHAY: Please proceed.

20 BY MR. KUSHMAKOV:

21 Q Okay. When is the first time you have seen
22 them?

23 A July 22nd, I believe. No, let's see. No, I
24 think it was in June. Might have been part of the
25 exhibits for the June response to interrogatories.

1 H. HANDVILLE

2 Q Okay. Can you tell us what this document
3 is?

4 A It is the -- it says that, basically, they
5 are seeking to discontinue the foreclosure action and
6 vacate the notice of pendency canceling it.

7 Q And do you know why this decision was
8 reached?

9 MR. YOHAY: Objection. You can answer.

10 A I do not.

11 Q Do you know who would know?

12 A Probably Clarfield and Okon.

13 Q The attorneys?

14 A Yes.

15 Q Do you know who at Ocwen would know?

16 A Not off the top of my head.

17 Q Was Ocwen involved in this decision?

18 A Oh, yes.

19 Q Who at Ocwen was involved in this decision?

20 A Would be somebody in our foreclosure group.

21 Q Earlier you mentioned that the gentleman by
22 the name of Robert Fisher was the foreclosure manager.
23 Is he in the foreclosure group?

24 MR. YOHAY: Objection. You can answer.

25 A He -- he manages the -- the group.

1 H. HANDVILLE

2 Q Okay. So Robert Fisher would know why a
3 decision was made to discontinue the 2007 foreclosure
4 action; right.

5 MR. YOHAY: Objection. You can answer.

6 A I don't know what he would know. He would
7 be looking at generally the same records I would be
8 looking at. Ideally, there would have been some sort
9 of communications between foreclosure counsel and
10 Ocwen. So perhaps there's an email somewhere that
11 speak to it that, obviously, I don't have access to at
12 the moment.

13 Q So it would make sense to speak to someone
14 from the foreclosure group to figure this out; right?

15 MR. YOHAY: Objection. You can answer.

16 A Possibly the foreclosure group or maybe even
17 our IT group to see about retrieving emails or
18 something. See if there's any records on their end.

19 MR. KUSHMAKOV: I'm going to take a few
20 minutes just to review my notes. Can we take about
21 ten?

22 REPORTER: Sure.

23 MR. KUHSMakov: See if there's anything
24 left.

25 REPORTER: Sure.

1 H. HANDVILLE

2 MR. YOHAY: Sure.

3 MR. KUSHMAKOV: Thank you.

4 MR. YOHAY: Thanks Ed.

5 REPORTER: And 1:52 p.m., we are off
6 the record.

7 (Off the record.)

8 REPORTER: Ready when you are.

9 BY MR. KUSHMAKOV:

10 Q Mr. Handville at the time in 2007
11 foreclosure action was commenced, who was the holder
12 of the mortgage?

13 A The trust.

14 Q And at the time the 2007 foreclosure action
15 was commenced, was Central Mortgage Company the
16 custodian of the note?

17 A No.

18 MR. YOHAY: Objection you could answer.

19 BY MR. KUSHMAKOV:

20 Q Who was?

21 A LaSalle.

22 Q And how do you know?

23 A It's there stated as such in the pooling and
24 servicing agreement.

25 Q And what page of the client servicing

1 H. HANDVILLE

2 agreement is that stated?

3 A I'd have to pour through it to find it.

4 Q No problem. I can pull it up. It's marked
5 as Exhibit 3. I think right David?

6 MR. YOHAY: I don't know if you marked
7 Exhibit 3.

8 MR. KUSHMAKOV: This your rule 26 --

9 MR. YOHAY: Has that been marked? Or
10 are you going to mark it.

11 MR. KUSHMAKOV: No, I'm going to mark
12 it.

13 MR. YOHAY: Okay sure.

14 MR. KUSHMAKOV: I don't think I've
15 emailed this this, so it's not going to be in your
16 email.

17 MR. YOHAY: I have it.

18 MR. KUSHMAKOV: Okay.

19 MR. YOHAY: I have a copy yeah.

20 BY MR. KUSHMAKOV:

21 Q I've just got to screen share. Mr.
22 Handville the document that you currently have in
23 front of you is marked as Plaintiff's Exhibit 3 for
24 identification. It is a 264 page document which is
25 part of U.S. Bank Trust's Rule 26(a)(1) Initial

1 H. HANDVILLE

2 Disclosures document as a whole is dated January 13,
3 2021. I would like to direct your attention to the
4 page that is Bates stamped as USB 46, if you please
5 take a moment to look at it. Do you see the document
6 in front of you?

7 (Plaintiff's Exhibit 3 was marked for
8 identification.)

9 A I do.

10 Q Okay. Earlier you mentioned pooling and
11 servicing agreement. Is that what this document is?

12 A Yes.

13 Q And is it maintained by Ocwen?

14 A I know it's maintained by the trust, but
15 Ocwen has a copy of it, so I guess if we have a copy
16 of it we maintain it.

17 Q And have you seen this document before?

18 A I have.

19 Q When have you seen it?

20 A I saw it in June, and I saw it on the 22nd
21 of July.

22 Q Now earlier you testified that there are
23 certain clauses in here that Central Mortgage Company
24 allegedly did not adhere to. By scrolling through the
25 table of contents will that help you identify where

1 H. HANDVILLE

2 those clauses are?

3 A No. Those clauses -- let me address the
4 question you posed earlier about custodian.

5 Q Sure.

6 A On USB 77 it designates the custodian as
7 LaSalle Bank National Association. So, one, two,
8 third from the bottom of page 26 or USB 77. There you
9 go. Regarding your last question I believe USB 110
10 and 111, or 59 and 60 of the actual document itself.

11 Q Mr. Handville you have a copy of this
12 document in front of you, correct? I'm assuming
13 that's what you referred?

14 A Yes.

15 Q Okay. So I'll stop. So let's, I'm sorry.

16 A So on the top of page 59 with respect to
17 each mortgage loan, the original mortgage note
18 endorsed without recourse and proper form to the
19 lender, to the order of LaSalle Bank National
20 Association, and it stipulates the name of the trust,
21 or in blank with all necessary intervening
22 endorsements.

23 And then down, let's see here, the bottom of
24 page 60 speaks to the MERS loans, and recording them
25 with MERS.

1 H. HANDVILLE

2 Q Okay. So let's see if we can take this one
3 at a time. If we can jump back to USB 777, I believe
4 page 29.

5 A 77?

6 Q I'm sorry page 26 if you would, yes 77.
7 Let's see if we can unpack the section that says
8 custodian. If you don't mind sharing that into the
9 record.

10 A "Custodian. Person who is at anytime
11 appointed by the depositor as custodian of the
12 mortgage documents and the trustee mortgage files.
13 The initial custodian is LaSalle Bank National
14 Association."

15 Q What is the meaning of an initial custodian?

16 A It means he was the custodian at the time
17 the trust was set up.

18 Q And who was the depositor?

19 A Bear with me. Morgan Stanley Capital One
20 Inc.

21 Q What is your understanding of the
22 relationship between a depositor and a custodian?

23 A I'm not sure that there is a relationship
24 between a depositor and a custodian other than the
25 depositor provides all the documents necessary to be

1 H. HANDVILLE

2 submitted to the trust. The custodian is where those
3 documents are housed on behalf of the trust.

4 Q On behalf of the trust you said?

5 A Correct.

6 Q Is it accurate that a custodian can also
7 appoint a depositor? I'm sorry withdrawn. Is it
8 accurate that a depositor could appoint the custodian?

9 A I don't know.

10 Q I'm going to ask you to read the first
11 sentence of the custodian section to yourself one more
12 time. What is your understanding of that sentence?

13 MR. YOHAY: Objection.

14 THE WITNESS: Are you talking about USB
15 77?

16 BY MR. KUSHMAKOV:

17 Q Correct.

18 A What is my understanding? My understanding
19 is that LaSalle was designated as a custodian.
20 LaSalle National Bank was designated as a custodian
21 for the trust at its inception.

22 Q And who designated LaSalle as the custodian?

23 A I don't know.

24 Q If you go down to the bottom of page 26 of
25 USB 77, there's something called a cut-off date. Do

1 H. HANDVILLE

2 you know what that is?

3 MR. YOHAY: Objection. You can answer.

4 THE WITNESS: That's the date of the
5 pool. That's the date the trust was created.

6 BY MR. KUSHMAKOV:

7 Q Do you review and analyze pooling and
8 servicing agreements as part of your daily duties?

9 A I review them.

10 Q Do you interpret pooling and servicing
11 agreements?

12 A As best I can sometimes, sure.

13 Q And is your interpretation of pooling and
14 servicing agreements final, or can your interpretation
15 be overruled by someone else?

16 MR. YOHAY: Objection, you can answer.

17 THE WITNESS: Oh my interpretation
18 there's nothing binding about it. It's just what I
19 take from reading the documents and trying to
20 extrapolate a little bit of logic from them.

21 BY MR. KUSHMAKOV:

22 Q If I could just ask you to read just the
23 first sentence of the custodian section into the
24 record.

25 A On USB 77?

1 H. HANDVILLE

2 Q Correct.

3 A The same one I've read three times now?
4 "Custodian. Person who is at any time appointed by
5 the depositor as the custodian of the mortgage
6 documents and the trustee mortgage files. The initial
7 custodian is LaSalle Bank National Association."

8 Q To clarify, I only asked you the first
9 sentence, but that's fine. I don't believe you've
10 answered my question earlier, so I will pose it again.
11 What is your understanding of the meaning of the first
12 sentence of the custodian section on USB 77?

13 MR. YOHAY: Objection asked and
14 answered, but you can answer again.

15 MR. KUSHMAKOV: His answer was not
16 responsive, but.

17 MR. YOHAY: That's your interpretation,
18 but he can answer.

19 MR. KUSHMAKOV: He didn't speak about
20 the second sentence, so that's fine.

21 THE WITNESS: Well in reading this it
22 does appear that it says a person who is at anytime
23 appointed by the depositor as a custodian of the
24 mortgage documents and the trustee mortgage files.
25 This indicates that the depositor gets to appoint the

1 H. HANDVILLE

2 custodian.

3 BY MR. KUSHMAKOV:

4 Q Are you aware of another custodian being
5 appointed?

6 A I believe U.S. Bank is the custodian at this
7 time.

8 Q How was U.S. Bank appointed as the
9 custodian?

10 A They took over. They became the successor
11 trustee on this trust.

12 Q Is there a pooling and servicing agreement
13 indicating such?

14 A There is likely some sort of documents that
15 memorialize the changing of the guard so to speak. I
16 have not reviewed those, but usually there's one or
17 more documents that memorialize a change. Sometimes
18 it's an assignment or a release related type document.
19 It depends on the trust and the wording of the
20 specific changes, but yeah, I'm sure we have something
21 that speaks to that.

22 Q Do you know who would know for sure?

23 A Not off the top of my head. I'd go in and
24 look in the file. Just like anybody else that you
25 could ask that question to would do, and see if we can

1 H. HANDVILLE

2 find it.

3 Q Do you know who's responsible for
4 maintaining the files of let's call them custodial
5 appointments?

6 A Yeah, we have somebody in our legal
7 department that has been tasked over the years with
8 maintaining them and making sure that we have accurate
9 copies and what not. I don't know that she's charged
10 with that or not, but she's the person that we go to
11 sometimes to ask for these things. Her name is Jolene
12 Stratton.

13 Q Can you spell her name please?

14 A S-T-R-A-T-T-O-N. But we have a SharePoint
15 drive where many of us can access those type of
16 business records. I can access them.

17 Q Sure. But you can't necessarily interpret
18 them, is that right?

19 A Oh I do the best I can.

20 MR. YOHAY: Objection.

21 BY MR. KUSHMAKOV:

22 Q Now a loan add on typically would not work
23 with pooling and servicing agreements, correct?

24 MR. YOHAY: Objection. You can answer.

25 THE WITNESS: Um, we would occasionally

1 H. HANDVILLE

2 when I was in that department, we would occasionally.

3 BY MR. KUSHMAKOV:

4 Q And what would be the extent of your work
5 with these such documents?

6 A Proving standing.

7 Q Sorry can you repeat that?

8 A Providing standing.

9 Q Providing standing.

10 A In a foreclosure action.

11 Q Is Miss Stratton an attorney within the
12 legal department, or someone else?

13 A No. She's not an attorney.

14 Q What's her title?

15 A Oh I don't know. I'd have to look it up.

16 Q Referring back to USB 77. Do you know who
17 would know whether the depositor appointed another
18 custodian of the note?

19 A I haven't seen any documentation indicating
20 anybody else at that time was appointed as a
21 custodian. The pooling and servicing agreement speaks
22 specifically to the parties and their
23 responsibilities.

24 Q Is a pooling servicing agreement assigned a
25 servicer?

1 H. HANDVILLE

2 A Yeah. Usually they do at least initially.

3 Q What do you mean by initially?

4 A Well services change over the course of
5 time, so there's subsequent services, just like
6 there's subsequent trustees when those change. I
7 don't know if this one specifies or not who services
8 the loans.

9 Q Does this agreement specify who services the
10 loans?

11 A That's what I'm looking at. I don't think
12 it does. I don't remember seeing anything in here
13 specifying the servicer. Go ahead and look.
14 Sometimes there's more than one.

15 Q How is the servicer generally appointed?

16 MR. YOHAY: Objection, you can answer.

17 THE WITNESS: They're appointed by the
18 trust. I don't know.

19 BY MR. KUSHMAKOV:

20 Q Do you know who would know?

21 A The trust.

22 Q Do you know how Central Mortgage Company
23 came to be appointed as a servicer?

24 A No I don't. They're not listed under the
25 servicer section.

1 H. HANDVILLE

2 Q Do pooling and servicing agreements have
3 effective dates?

4 A They have an opening date and a closing
5 date. Effective date would basically be the date of
6 the trust, which I think in this case was June 1, July
7 1 of '07. I'd have to go back and look at the date.
8 January 1 of '07. We just looked at it a minute ago.
9 I forget where it is, the cut-off date. January 1,
10 '07.

11 Q And that's the date the initial agreement,
12 this service agreement initially began, correct?

13 MR. YOHAY: Objection, you can answer.

14 THE WITNESS: Correct.

15 BY MR. KUSHMAKOV:

16 Q Are there any signatures on the servicing
17 agreement?

18 A Bear with me I'm scrolling.

19 Q Take your time.

20 A No.

21 Q Do you know whether this servicing agreement
22 was ever signed?

23 A I don't know.

24 Q So it's possible that Central Mortgage
25 company was in fact custodian of the note at the time

1 H. HANDVILLE

2 the 2007 foreclosure action was filed, correct?

3 MR. YOHAY: Objection.

4 THE WITNESS: I don't see how that's
5 possible.

6 BY MR. KUSHMAKOV:

7 Q Why not?

8 A I don't see them listed in the pooling and
9 service agreement.

10 Q The pooling and servicing agreement that
11 we've been referring to that you testified is
12 unsigned, and you don't know whether it's actually in
13 effect?

14 A Correct.

15 MR. YOHAY: Objection.

16 BY MR. KUSHMAKOV:

17 Q Do you know when Central Mortgage Company
18 began the servicer of the mortgage -- withdrawn. Let
19 me rephrase that. When did Central Mortgage Company
20 become the servicer for the loan that is the subject
21 of the 2007 foreclosure action?

22 MR. YOHAY: Objection, you can answer.

23 THE WITNESS: I believe it was shortly
24 after the loan originated, but I don't have a specific
25 date.

1 H. HANDVILLE

2 BY MR. KUSHMAKOV:

3 Q And what is your basis for that belief?

4 A Well I think I looked at their payment
5 history.

6 Q Have any payments been made on this loan?

7 A I didn't look.

8 Q Okay. You don't know.

9 MR. YOHAY: Objection, you can answer.

10 THE WITNESS: Off the top of my head I
11 don't recall.

12 BY MR. KUSHMAKOV:

13 Q Okay. What is your basis -- withdrawn.
14 Earlier you testified that LaSalle was the holder of
15 the note that is the subject of the 2007 foreclosure
16 action. What is your basis for that --

17 A The basis for what? I'm sorry I didn't
18 catch the last?

19 Q For the belief that LaSalle was the holder
20 of the note from the --

21 MR. YOHAY: Objection. Ed can you just
22 start over with whatever you're trying to ask because
23 I think it got kind of muddled, so it might be easier.

24 MR. KUSHMAKOV: Yeah sorry, my eyes
25 are.

1 H. HANDVILLE

2 MR. YOHAY: I know, but if you could
3 just restart with a clear question that would be
4 appreciated.

5 MR. KUSHMAKOV: Yeah, yeah, yes.

6 MR. YOHAY: Thank you.

7 BY MR. KUSHMAKOV:

8 Q What is your basis for the belief that
9 LaSalle was in physical possession of the note at the
10 time the 2007 foreclosure action was commenced?

11 MR. YOHAY: Objection, you can answer.

12 THE WITNESS: Well because they were
13 the designated custodian for the trust at that time.

14 MR. KUSHMAKOV: Can we take five
15 everybody and then we'll come back to wrap this up.

16 MR. YOHAY: Okay sure.

17 MR. KUSHMAKOV: Thank you.

18 REPORTER: Okay.

19 (Off the record.)

20 THE WITNESS: Before we proceed,
21 addressing the last question you asked me.

22 MR. KUSHMAKOV: What was the last
23 question I asked you?

24 THE WITNESS: Oh you were asking me how
25 I knew LaSalle was the custodian.

1 H. HANDVILLE

2 MR. KUSHMAKOV: Sure.

3 THE WITNESS: I think one of the
4 exhibits that you've marked, I don't know which one,
5 the black screen, it looked like screen prints.
6 There's a couple of black screens with some writing on
7 it that talked about the no possession history.

8 It's one of the ones that was
9 introduced earlier in this depo, and that talks to
10 when the trust first obtained the note in October of
11 '06, and LaSalle sending it out, et cetera, et cetera,
12 so there was all that evidence in the note possession
13 history screens.

14 BY MR. KUSHMAKOV:

15 Q Are you referring to the green text on black
16 background to comments, correct? What we had
17 mentioned earlier okay?

18 A Yes.

19 Q Do you know who generated those comments?

20 A I'm sorry?

21 Q Do you know who generated those comments?

22 A No I don't, but I know what department does
23 that.

24 Q What department does that?

25 A That's our records services department

1 H. HANDVILLE

2 tasked with reaching out to the trusts and confirming
3 the possession history.

4 Q Do you know who at the record services
5 department created that comment?

6 A I couldn't tell by looking at that comment.
7 I could probably tell by looking in the system, but I
8 couldn't tell you by looking at the comment itself.

9 Q Okay. And do you know what they based that
10 comment on?

11 A What date what?

12 Q What they -- withdrawn. The basis for their
13 knowledge?

14 A They contact the trustee directly, email.

15 Q And do you know which trustee they
16 contacted?

17 A It would have been U.S. Bank.

18 Q So someone had U.S. Bank would be providing
19 the information that was in that comment, correct?

20 A Correct.

21 Q Do you know who at U.S. Bank was providing
22 the information that was in that comment?

23 A No.

24 Q Do you know the source of their knowledge
25 for the information that was in that comment?

1 H. HANDVILLE

2 MR. YOHAY: Objection, you can answer.

3 THE WITNESS: Being the employee of the
4 trust, no I don't.

5 BY MR. KUSHMAKOV:

6 Q Do you know what documents they had in their
7 possession to create that comment when I say --
8 withdrawn. Let me rephrase that question. Do you
9 know what documents the record services department had
10 in their possession, if any, that they used to
11 generate that comment?

12 MR. YOHAY: Objection, you can answer.

13 THE WITNESS: The records would have
14 been received from the trustee.

15 BY MR. KUSHMAKOV:

16 Q And do you know what the contents of those
17 records were?

18 A Just what was reiterated in those comments
19 that they put in the system. It's all I'm aware of.

20 Q So you never seen any of the documents that
21 were used to generate those comments, correct?

22 MR. YOHAY: Objection, you can answer.

23 THE WITNESS: There weren't any
24 documents generated. That is just a reply that
25 they're putting in there from the trust.

1 H. HANDVILLE

2 BY MR. KUSHMAKOV:

3 Q So the information was obtained via phone
4 call?

5 A Email.

6 Q And do you have a copy of that email?

7 A I do not.

8 Q Have you ever seen that email?

9 A I have not.

10 Q So you don't know what information was used
11 to generate that comment?

12 MR. YOHAY: Objection, you can answer.

13 THE WITNESS: If you're talking about
14 the information the trustee looked at, they have
15 records. They have all sort of tracking records, but
16 I don't know specifically what they would have looked
17 at.

18 BY MR. KUSHMAKOV:

19 Q And you haven't seen any of those documents
20 for yourself, correct?

21 MR. YOHAY: Objection, you can answer.

22 THE WITNESS: No.

23 BY MR. KUSHMAKOV:

24 Q Okay. That just about does it for my
25 questions today. Mr. Handville thank you so much for

1 H. HANDVILLE

2 your time.

3 A Thank you sir.

4 MR. KUSHMAKOV: Counsel, a few things
5 before we go.

6 MR. YOHAY: And I will state Eduard
7 before we go off, once you're done I also have a
8 statement to make as well, but.

9 MR. KUSHMAKOV: Sure.

10 MR. YOHAY: Yeah.

11 MR. KUSHMAKOV: So I will reserve my
12 right to make further document demands, some of which
13 we have already mentioned, others which we will be
14 make following our review of the transcript to the
15 extent that those documents point to necessitate to
16 bring back Mr. Handville, reserve our right to do so.
17 Furthermore, we also request the depositions of Jolene
18 Stratton, Robert Fischer, and someone from the record
19 services department.

20 As this deposition has shown, Mr.
21 Handville despite his knowledge, was not able to
22 answer several questions that were pertinent to our
23 action. He was unable to tell us with certainty who
24 had the loan, why they had -- who was in physical
25 possession of the note, why they were in physical

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H. HANDVILLE

possession of the note. He was unable to tell us why the action was discontinued amongst other things such as also not being in a position to make any decisions.

Therefore, we reserve our right to determine whether we will be following-up with deposition notices for again Miss Stratton, Mr. Fischer and someone from the record services department.

MR. YOHAY: Okay. So on behalf of Defendant we certainly object to, and dispute your characterization of what Mr. Handville's testimony shows today. In so far as your further requests, please make them all in writing of course, and everything will be taken under advisement.

And then just pursuant to FRCP 30E, Defendant requests a copy of Mr. Handville's deposition transcript, and an opportunity for Mr. Handville to make any changes as necessary. That's all I have. Thank you.

MR. KUSHMAKOV: Okay off the record.

REPORTER: Okay.

(Whereupon, at 2:56 p.m. the proceeding was concluded.

CERTIFICATE OF DEPONENT

I, HOWARD HANDVILL, have read the foregoing transcript of my deposition and except for any corrections or changes noted on the errata sheet, I hereby subscribe to the transcript as an accurate record of the statements made by me.

HOWARD HANDVILL

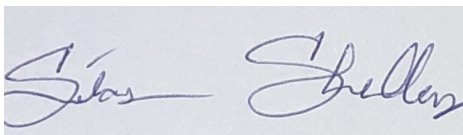
SUBSCRIBED AND SWORN before and to me
this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission expires:

CERTIFICATE OF NOTARY PUBLIC

I, SILAS SHELLEY, the officer before whom the foregoing proceedings were taken, do hereby certify that any witness(es) in the foregoing proceedings, prior to testifying, were duly sworn; that the proceedings were recorded by me and thereafter reduced to typewriting by a qualified transcriptionist; that said digital audio recording of said proceedings are a true and accurate record to the best of my knowledge, skills, and ability; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of this action.



SILAS SHELLEY

Notary Public in and for the
State of New York

CERTIFICATE OF NOTARY PUBLIC

I, KARI RUSINKO, the officer before whom the foregoing proceedings were taken, do hereby certify that any witness(es) in the foregoing proceedings, prior to testifying, were duly sworn; that the proceedings were recorded by me and thereafter reduced to typewriting by a qualified transcriptionist; that said digital audio recording of said proceedings are a true and accurate record to the best of my knowledge, skills, and ability; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of this action.

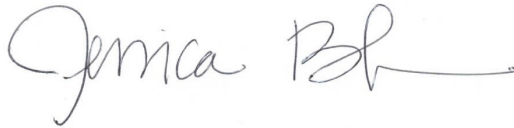


KARI RUSINKO

Notary Public in and for the
State of New York

1 CERTIFICATE OF TRANSCRIBER

2 I, JESSICA BLOWERS, do hereby certify that this
3 transcript was prepared from the digital audio recording of
4 the foregoing proceeding, that said transcript is a true
5 and accurate record of the proceedings to the best of my
6 knowledge, skills, and ability; that I am neither counsel
7 for, related to, nor employed by any of the parties to the
8 action in which this was taken; and, further, that I am not
9 a relative or employee of any counsel or attorney employed
10 by the parties hereto, nor financially or otherwise
11 interested in the outcome of this action.

12
13 

14 JESSICA BLOWERS
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HELEN VENTURINI

CASE NAME: Article 13 LLC v. Central Mortgage Company.,Et Al.
DATE OF DEPOSITION: 7/27/2021
WITNESSES' NAME: Howard Handville

[illegible]

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THIS _____ DAY OF _____, 20____.

MY COMMISSION EXPIRES:

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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

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